State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



0.00

0.00

Vendor ID 0000000024 Clark's Truck Center 6 Orr Road Jericho VT 05465 USA

Contract ID		Page
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Contract Dates		Origin
10/01/2007 to 10/01/2009		CPŠ
Description:		Contract Maximum
CPS VTRANS PLOW TRUCKS		\$9,999,999,990.00
Buyer Name	Buyer Phone	Contract Status
Smith.Steven D	828-4681	Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	9022	35,000 GVWR TRUCK CAB AND CHASSIS. MAKE: INTERNATIONAL MODEL: WORKSTAR 7400	EA	66,783.00000	0.00	0.00

PARTS:

CONTRACTOR WILL PROVIDE REPAIR AND REPLACEMENT PARTS AT DEALER NET PLUS 16.8%. THIS APPLIES TO ALL PARTS SOLD BY THE CONTRACTOR, WHETHER THEY ARE FOR VEHICLES AVAILABLE UNDER THIS CONTRACT, OR NOT.

MODEL YEAR: 2009 & 2010

PER SPECIFICATIONS FOR 35,000 # GVWR TRUCK CAB & CHASSIS SPECIFICATIONS DATED JULY 1, 2007.

Vehicles will be delivered in groups of five (5) or less as they are completed.

SEE CONTRACT TERMS AND ADDITIONAL INFORMATION FOR OPTIONS.

2 54,000 GVWR TANDEM AXLE TRUCK CAB & EA 87,705.00000 0.00 0.00 CHASSIS MFR: INTERNATIONAL WORKSTAR

7600

PARTS:

3

CONTRACTOR WILL PROVIDE REPAIR AND REPLACEMENT PARTS AT DEALER NET PLUS 16.8%. THIS APPLIES TO ALL PARTS SOLD BY THE CONTRACTOR, WHETHER THEY ARE FOR VEHICLES AVAILABLE UNDER THIS CONTRACT, OR NOT.

MODEL YEAR: 2009 & 2010

PER SPECIFICATIONS FOR 54,000 # GVWR TRUCK CAB & CHASSIS SPECIFICATIONS DATED JULY 1, 2007.

Vehicles will be delivered weekly in groups of five (5) or less as they are completed.

SEE CONTRACT TERMS AND ADDITIONAL INFORMATION FOR OPTIONS.

PARTS: CONTRACTOR WILL PROVIDE REPAIR EA 0.01000
AND REPLACEMENT PARTS AT DEALER NET PLUS
16.8%. THIS APPLIES TO ALL PARTS SOLD
BY THE CONTRACTOR, WHETHER THEY ARE FOR

VEHICLES AVAILABLE UNDER THIS CONTRACT, OR NOT.

PART DESCRIPTIONS:

CONTRACT TERMS AND ADDITIONAL INFORMATION

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: STEVE SMITH PURCHASING AGENT 802-828-4681 FAX 802-828-2222 steven.smith@state.vt.us

SCOPE OF CONTRACT: TO PROVIDE 35,000 GVWR AND 54,000 GVWR PLOW TRUCK CAB AND CHASSIS TO VTRANS.

CONTRACT PERIOD; OCTOBER 1, 2007 - OCTOBER 1, 2008, WITH OPTION TO RENEW FOR TWO ADDITIONAL ONE YEAR PERIODS.

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			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt

Buyer Name

Smith, Steven D

- THE FOLLOWING DOCUMENTS ARE INCORPORATED INTO THIS CONTRACT:
- 1). THE STATE OF VERMONT'S RFQ FOR VTRANS PLOW TRUCKS, QUESTIONS AND ANSWERS, ADDENDUMS.
- 2). 35,000# GVWR TRUCK AND CAB CHASSIS SPECIFICATIONS DATED 07/01/07.
- 3). 54,000# GVWR TRUCK AND CAB CHASSIS SPECIFICATIONS DATED 07/01/07.
- 4). CONTRACTOR'S BID RESPONSE.

PARTS:

CONTRACTOR WILL PROVIDE REPAIR AND REPLACEMENT PARTS AT DEALER NET PLUS 16.8%. THIS APPLIES TO ALL PARTS SOLD BY THE CONTRACTOR, WHETHER THEY ARE FOR VEHICLES AVAILABLE UNDER THIS CONTRACT, OR NOT.

SPECIFICATION CLARIFICATIONS:

35,000 GVW:

- 6.B. ALLISON MD3560 HAS BEEN REPLACED BY ALLISON 3500RDS. THIS TRANSMISSION IS LIMITED AT 800 LB. FT. TORQUE AS WAS THE MD3560.
- 9.3. REAR SPRINGS WILL BE 31,000 CAPACITY WITH 4,500 LB. AUXILIARY RUBBER SPRINGS.
- 18.X. BATTERY SWITCH WILL BE ON THE POSITIVE BATTERY CABLE AND WILL NOT DISCONNECT POWER TO THE ECM OR TCM.
- 34. YOUR CURRENT SOFTWARE AND CABLING ARE STILL CURRENT AND NO NEW EQUIPMENT HAS BEEN INCLUDED.

54.000 GVW:

- 19.X. BATTERY SWITCH WILL BE ON THE POSITIVE BATTERY CABLE AND WILL NOT DISCONNECT POWER TO THE ECM OR TCM.
- 33. EXTENDED SERVICE CONTRACT FOR THE CUMMINS ISM ENGINE IS LIMITED TO 84 MONTHS/250,000 MILES, WITH THE INJECTORS AND TURBO BEING COVERED FOR 60 MONTHS/500,000 MILES. THIS COVERAGE IS INCLUDED IN THE CONTRACT PRICE.

OPTIONAL EQUIPMENT:

- 1. ALLISON 3500RDS 6-SPEED TRANSMISSION WITH MAXXFORCE DT 285HP/800 LB. FT. TORQUE ENGINE. ADD: \$4,583.00 FACH
- 2. MAXXFORCE 10 310HP/1,050 LB. FT. TORQUE ENGINE WITH 10 SPEED FULLER TRANSMISSION. ADD \$3,100.00 EACH
- 3. MAXXFORCE 10 310HP/1,050 LB FT TORQUE ENGINE WITH ALLISON 3000RDS 6 SPEED TRANSMISSION. ADD \$6,583.00 EACH.
- 4. EATON FULLER AUTO SHIFT RTO-14910B-AS3 TRANSMISSION. ADD \$3,071.00 EACH.
- 5. ALLISON 4000RDS 6 SPEED AUTOMATIC TRANSMISSION. ADD \$11,447.00 EACH.
- 6. CAT C13 425HP/1,450 LB. FT TORQUE ENGINE THIS IS NO LONGER OFFERED. CUMMINS ISM 425HP ENGINE IN 7600 IN PLACE OF 385HP: \$1,996.00
- 7. INSTALLATION OF VTRANS SUPPLIED ON SPOT CHAINS. ADD \$304.00 EACH.
- 8. FACTORY MOUNTING OF THE ALLISON TCM INSIDE OF CAB BEHIND THE DRIVER¿S SEAT. ADD \$116.00 EACH.
- 9. ADD HEATED MIRROR HEADS TO THE HOOD MOUNTED CONVEX MIRRORS. ADD \$119.00 PER TRUCK.
- 10. HEATED WINDSHIELD (LOWER AREA WHERE WIPERS PARK AND THE RIGHT SIDE OUT OF THE WIPER PATH) REQUIRES AND INCLUDES 160 AMP ALTERNATOR. ADD \$641.00 EACH.
- 11. SECOND RPM, TARP CONTROL SWITCH WITH CUSTOM LOGIC CONTROL, CUSTOM LOGIC CONTROL FOR TAILGATE LOCK, CUSTOM LOGIC CONTROL FOR ON-SPOT TIRE CHAINS AND UP TO FIVE (5) SPARE SWITCHES. ADD \$537.00 EACH.

NEW OPTIONS:

- 12. CIRCUIT AND TWO WIRE LEAD FOR SPINNER REVERSING: \$110.00
- 13. PTO DASH SWITCH W/12V AND SIGNAL LEADS FOR ALLISON: \$150.00

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Smith.Steven D	828-4681	Approved

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
ATTACHMENT: PL	JRCHASING AND CONTRACT ADMINIST	RATION TERMS AND CONDITIONS I	DATED 01/01/2007 A	RE ATTACHED AN	D
INCORPORATED A	AS PART OF THIS CONTRACT.				

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

USAGE REPORTING: CONTRACTOR WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORTS. THESE REPORTS WILL COVER THE FOLLOWING TIME PERIODS, AND MUST BE SENT TO THE PURCHASING AGENT NO MORE THAN FIFTEEN (15) DAYS AFTER THE END OF THE IDENTIFIED REPORTING PERIOD: EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER, THE USING DEPARTMENTS ADDRESS, CONTACT NAME AND TELEPHONE NUMBER, PRODUCT ORDERED, QUANTITY ORDERED, QUANTITY SHIPPED, PRICE CHARGED WITH TOTALS FOR EACH PRODUCT FOR EACH REPORT PERIOD.

REPORTING PERIODS: THE FIRST REPORT MUST BE RECEIVED BY THE END FO THE FIRST QUARTER AND QUARTERLY THEREAFTER IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 - MARCH 31 ** REPORT DUE: APRIL 15 REPORTING PERIOD: APRIL 1 - JUNE 30 ** REPORT DUE: JULY 15 REPORTING PERIOD: JULY 1 - SEPTEMBER 30 ** REPORT DUE: OCTOBER 15 REPORTING PERIOD: OCTOBER 1 - DECEMBER 31 ** REPORT DUE: JANUARY 15

THIS CONTRACT IS ALSO ISSUED ON BEHALF OF THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VT AND THE VERMONT TECHNICAL COLLEGE. THIS ALSO APPLIES TO THE UNIVERSITY OF VERMONT.

POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS FOR THE PURCHASE OF THE CAB AND CHASSIS ONLY. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS & GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY.

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Smith,Steven D	828-4681	Approved

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					Unit	Max	Max
Line #	Item ID	Item Desc		UOM	Price	Qty	Am
AGENC	IES & DEPART	MENTS ARE REQUEST	ED TO ADVISE THE PURCHASING AGENT	AT ONCE	OF THE FAILURE C	N THE PART	OF THE
CONTR	RACTOR TO FUL	FILL ANY OF THE TER	MS OR CONDITIONS OF THIS CONTRACT				

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

THE FOLLOWING CHANGES OCCURRED TO THIS CONTRACT AMENDMENT #01:

- 1). CONTRACT EXTENDED FOR A ONE YEAR PERIOD AT THE SAME PRICES, TERMS AND CONDITIONS WITH THE FOLLOWING EXCEPTIONS:
- A). ALL PRICES INCREASED BY 1.8%
- B). OPTIONS # 12 & 13 ARE INCORPORATED INTO THE CONTRACT.

ALL OTHER PRICES, TERMS AND CONDITIONS REMAIN THE SAME.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT	By the CONTRACTOR
Date:	Date:
Signature:	Signature:
Name:	Name:
Title:	Title:
Email:	Email: